| In Re: | |
|-------------------------------|-------------------|
| Savanna Ann Kottke, | Bky. No. 22-41513 |
| Debtor. | |
| First National Bank of Omaha, | Adv. No.:22-04051 |
| Plaintiff, | |
| V. | |
| Savanna Ann Kottke, | |
| Defendant. | |

PLAINTIFF'S APPLICATION FOR DEFAULT JUDGMENT

TO: Defendant Savanna Ann Kottke, 2970 Clover Ridge Dr, Chaska, MN 55318.

- 1. Plaintiff First National Bank of Omaha, by and through its undersigned attorney, hereby makes this application for default judgment.
- 2. The court has jurisdiction over this motion pursuant to 28 U.S.C §§ 157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing the Debtor's Chapter 13 case was filed on January 27, 2022. The case is now pending in this court.
- 3. This application arises under Fed. R. Bankr. P. 7055, Fed. R. Civ. P. 55 and Local Rule 7055-1. Plaintiff seeks default judgment under Bankruptcy Rule 7055 and Local Rule of Bankruptcy Procedure 7055-1 on its complaint.

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- 4. On December 1, 2022, Plaintiff commenced this adversary proceeding against the Debtor by filing a complaint which requested an Order of the Bankruptcy Court declaring that certain debt owed by Debtor to Plaintiff shall be excepted from discharged pursuant to 11 U.S.C. §523 (a) (2) (A) and/or §523 (a) (2) (C) and judgment awarded in favor of Plaintiff and against Debtor in the amount of \$11,476.16 plus the \$350.00 Adversary Proceeding filing fee, for a total of \$11,826.16, plus interest from the date of the bankruptcy filing, plus the Plaintiff's other costs and disbursements, including attorney's fees incurred for the collection of this debt and of this action as permitted by applicable law.
- Plaintiff's Summons and Complaint was duly served upon Debtor on December 6,
 2022.
- 6. The Debtor has failed to interpose Answer to the Complaint or otherwise appear or defend in this matter.
 - 7. This application is based upon the Affidavits of Jared M. Goerlitz and Plaintiff.
 - 8. The total money sought by Plaintiff against Debtors is as follows:

| Total Amount of Charges | \$11,476.16 |
|---------------------------------|-------------|
| Adversary Proceeding filing fee | \$350.00 |
| TOTAL: | \$11,826.16 |

WHEREFORE, the Plaintiff seeks an order of the Court granting the Plaintiff default judgment excepting the debt to Plaintiff from discharge and awarding a money judgment for the balance owed, together with interest, costs and attorney's fees.

GOERLITZ LAW, PLLC

Date: January 23, 2023 By: __/e/ Jared M. Goerlitz

Jared M. Goerlitz (#386714)

jgoerlitz@goerlitzlaw.com
P.O. Box 25194
7595 Currell Blvd
St. Paul, MN 55125

Phone: (651) 237-3494

Attorney for Plaintiff

| In Re: | |
|-------------------------------|-------------------|
| Savanna Ann Kottke, | Bky. No. 22-41513 |
| Debtor. | |
| First National Bank of Omaha, | Adv. No.:22-04051 |
| Plaintiff, | |
| v. | |
| Savanna Ann Kottke, | |
| Defendant. | |
| | |

AFFIDAVIT OF DEFAULT, IDENTIFICATION AND NON-MILITARY STATUS

- 1. Jared M. Goerlitz, being first duly sworn on oath states that I am an attorney representing First National Bank of Omaha in the above-referenced matter and make this Affidavit in support of Plaintiff's Motion for Default Judgment.
- 2. Plaintiff commenced this adversary proceeding against Defendant by filing a complaint with the Bankruptcy Court on December 1, 2022.
- 3. Plaintiff duly served Defendants with a copy of its Summons and Complaint on December 6, 2022.
- 4. Plaintiff has not received any return mail from its service of the Summons and Complaint.

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5. Defendant has failed to respond or present any defense to the allegations contained

in Plaintiff's Complaint and the time allowed by law and specified in the Summons for Defendant

to answer the Complaint has elapsed.

6. To the best of affiant's knowledge, information and belief the full name of

Defendant is Savanna Ann Kottke.

To the best of affiant's knowledge, information and belief Defendant Christopher 7.

Michael Weston's place of residence and post office address is 2970 Clover Ridge Dr, Chaska,

MN 55318.

8. Affiant further states that Defendant is not now, as Affiant verily believes, in the

military service of the United States; and that this Affidavit is made in compliance with the Service

Members Civil Relief Act.

GOERLITZ LAW, PLLC

Date: January 23, 2023 By:

/e/ Jared M. Goerlitz Jared M. Goerlitz (#386714)

jgoerlitz@goerlitzlaw.com

P.O. Box 25194

7595 Currell Blvd

St. Paul, MN 55125

Phone: (651) 237-3494

Attorney for Plaintiff

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UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

| In Re: | |
|---|---|
| Savanna Ann Kottke, | Bky. No. 22-41513 |
| Debtor. | |
| First National Bank of Omaha, | Adv. No.:22-04051 |
| Plaintiff, | |
| V. | |
| Savanna Ann Kottke, | |
| Defendant. | |
| AFFIDAVIT OF FIRST NAT IN SUPPORT OF APPLICATION F AMOUNT DUE | OR DEFAULT JUDGMENT AND |
| Teresa McCart | , being first duly sworn on oath states as |
| follows: | |
| 1. I am a Lead Speci | alist for First National Bank of Omaha |
| and make this Affidavit in support of Plaintiff's M | Motion for Default Judgment. I have knowledge |
| of the information below based upon my review | v of First National Bank of Omaha's business |
| records. I am also a custodian of records for First | National Bank of Omaha. |
| 2. First National Bank of Omaha's r | records indicate that the Debtor, Savanna Ann |

Kottke is not an infant or incompetent.

- 3. The Debtor, Savanna Ann Kottke, was issued a credit card account by First National Bank of Omaha, number xxxx-xxxx-6225, which account was opened on December 11, 2017.
- 4. On June 8, 2022, the Account was in good standing and the balance on the account was \$2,874.19.
- 5. Then between June 8, 2022 and August 26, 2022, the Debtor started charging excessively and charged \$11,476.16 on the Account, which exceeded the Debtor's credit limit. See Account Statements attached hereto and marked Exhibit A.
- 6. I have reviewed Exhibit A and it is a true and correct copy of the account statement for the debtor's account ending in 6225, which First National Bank of Omaha maintains in the ordinary course of its business.
- 7. The Debtor's charges on the account during this time period, included, but were not limited to:
 - a. A charge to Hilton Myrtle in the amount of \$947.85;
 - b. A charge to Hilton Hotels in the amount of \$362.65; and
 - c. A charge to Under Armor in the amount of \$236.10; and
 - d. A charge to Carter's in the amount of \$315.50.

See Exhibit A, a true and accurate copy of the billing statements attached hereto.

- 8. The Debtor made two payments on the Account after the above-burst in spending and prior to filing for bankruptcy protection.
- 9. The Debtor received his bankruptcy counseling on January 24, 2022 and kept charging on this Account.

- 10. The Debtor listed this account in her bankruptcy schedules as only having a balance of \$8,600.00.
- 11. Given the Debtor's monthly income, monthly living expenses, and circumstances as set forth in her sworn Schedules and sworn Statement of Financial Affairs, at the time the Defendant incurred the abovementioned \$11,476.16 in charges, the Debtor's monthly disposable income was not sufficient to pay for these transactions pursuant to the terms and conditions associated with the account.
- 12. The Debtor made approximately \$9,176.16 in purchases on the abovementioned accounts within 90 days of filing bankruptcy.
- 13. To the extent that the Debtor incurred luxury good purchases or services aggregating more than \$800.00 within ninety days of filing this Chapter 13 bankruptcy, said luxury good purchases or services are presumed nondischargeable pursuant to 11 U.S.C. §523 (a) (2) (C)(i).
- 14. Based on the location, frequency, amounts, and change in spending, the charges made during the 90-day period appear to be for luxury and/or non-necessity type goods or services.
- 15. Upon information and belief, the \$9,176.16 in charges made during the 90-day period were for luxury and/or non-necessity type goods or services and should not be discharged.
- 16. Based on the foregoing, the charges incurred for luxury goods or services over \$800.00 are non-dischargeable pursuant to 11 U.S.C. §523 (a) (2) (C).
- 17. Pursuant to the account agreement, the Debtor agreed to repay Plaintiff for the charges on the account by using the card and represented that she had the ability to repay for the charges.

- 18. When the Debtor made the \$11,476.16 in charges on this account, the Debtor represented that she had the intention to repay said debt to the Plaintiff pursuant to the terms of the account agreement and by use of the card.
 - 19. The account statements are marked Exhibit A and attached hereto.
- 20. The Plaintiff relied upon the Debtor's representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement to abide by the terms of the account agreement in allowing the Debtor to use the account and incur the charges, as set forth in Exhibit A, attached hereto.
- 21. Although the Debtor knew or should have known that she would not be able to repay Plaintiff for the check, the Debtor quickly charged \$11,476.16 on the account in a short period of time, made minimal payments, and then filed for bankruptcy protection in hopes of having the debt discharged.
- 22. The Debtor's spending habits and patterns changed suddenly and drastically during the relevant time period.
- 23. The Debtor was using the account infrequently for several months and then quickly used most of the credit in a short period of time and then made two minimal payments before filing for bankruptcy protection.
- 24. The Debtor either deliberately intended to deceive Plaintiff or acted recklessly with regard to her ability to pay Plaintiff for the \$11,476.16 in charges.
- 25. The Plaintiff monitored the Defendant's card activity and credit worthiness on a monthly basis and there were no indications and/or "red flags" indicating that Defendant would not repay Plaintiff for these charges.

- 26. The Plaintiff was justified in its reliance upon the Debtor's representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement to abide by the terms of the account agreement.
- 27. The Debtor incurred the abovementioned \$11,476.16 debt on the Plaintiff's accounts at a time when the Debtor was unable to meet her existing financial obligations as they became due.
- 28. Based upon the above, at the time the Debtor incurred the abovementioned \$11,476.16 debt, the Debtor intended to deceive the Plaintiff in that she either had no intention to repay said debt to the Plaintiff pursuant to the terms of the account agreement or the Debtors knew or should have known that she had no ability to repay said debt to the Plaintiff.
- \$11,476.16 debt, the Debtor deceived the Plaintiff in that she made such representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement with knowledge that the debtor was unable to repay Plaintiff or to abide by the terms of the account agreement with a reckless disregard as to the truthfulness of said representations.
- 30. Therefore, the Debtor obtained said money from the Plaintiff by false pretenses, false representation, or actual fraud, and at the time of filing, the debt owed to the plaintiff was in the amount of \$11,476.16 and for the above reasons, this indebtedness to Plaintiff, First National Bank of Omaha, is nondischargeable in bankruptcy pursuant to 11 U.S.C. §523 (a) (2) (A).
- 31. This is an action brought by the Plaintiff to determine that the claim held by Plaintiff against Debtor is excepted from discharge pursuant to 11 U.S.C. §523(a)(2)(A) and/or 11 U.S.C. §523(a)(2)(C).

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32. The outstanding amounts due on the accounts is \$11,476.16 plus the \$350.00 Adversary Proceeding filing fee, for a total of \$11,826.16.

FURTHER AFFIANT SAYETH NOT.

FIRST/NATIONAL BANK OF OMAHA

Print:

Its:__

Subscribed and sworn to before me

this 20 day of January

, 2023.

Notary Public

GEOFFREY R SOMERS
GENERAL NOTARIAL
SEAL
STATE OF NEBRASKA
Commission Expires

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SCHEELS VISA

VISA

Account Number: 6225

New Balance: \$8,600,14

Minimum Payment Due: \$214,00

Payment Due Date: August 7, 2022

Make checks payable to First National Bank of Omaha

First National Bank of Omaha P.O. Box 2557 Omaha, NE 68103-2557

Amount of Payment Enclosed

2253 101440

SAVANNA A KOTTKE PO BOX 371 BROWNTON MN 55312-0371 \$

Change of Address? If yes, please complete reverse side.

IF55

6225 0000000021400

0000000860014

Account Number:

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

SCHEELS Signature® Visa®

Ac

Account Summary

| Previous Balance | \$2,874.19 |
|-----------------------|-------------|
| Payments | \$64.52 |
| Other Credits | \$48.00 |
| Purchases | +\$5,709.17 |
| Balance Transfers | +\$0.00 |
| Cash Advances | +\$0.00 |
| Fees Charged | +\$0.00 |
| Interest Charged | +\$129.30 |
| New Balance | \$8,600.14 |
| Statement Closing Dat | e 07/11/22 |
| Days in Billing Cycle | 33 |

| Total Credit Limit | \$14,000.00 |
|--------------------|--------------|
| Available Credit | . \$5,399.00 |
| Cash Limit | . \$2,800.00 |
| Available Cash | . \$2,800.00 |

Payment Information

| New Balance | . \$8,600.14 |
|----------------------|--------------|
| Minimum Payment Due | \$214.00 |
| Past Due Amount | \$0.00 |
| Payment Due Date Aug | ust 7, 2022 |

• Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

| If you make no additional charges using this card and each month you pay | You will pay off the balance shown on this statement in about | And you will end up paying an estimated total of |
|--|---|--|
| Only the minimum payment | 19 years | \$20,787 |
| \$319 | 3 years | \$11,484 (Savings \$9,303) |

If you would like information about credit counseling services, call 1-866-486-6322.



Customer Service

Call: Toll Free 1-888-295-5540

(TDD Telecommunications Device for the Deaf: 1-800-925-2833) (Balance Transfer Hotline: 1-877-388-8231)

Save Time and Stamps by Paying Online!

Visit: www.card.fnbo.com/scheels

Remit to: First National Bank of Omaha, P.O. Box 2557, Omaha, NE 68103-2557



Smart Tips

Give your credit rating a little boost!

Paying over your minimum amount due can help reduce your account balance faster than you think - and a lower average balance can help add up to a higher credit score!

REWARD YOUR PASSION.™

Use your card to earn 3 points per \$1 on SCHEELS Purchases and then 1 point per \$1 on other Net Purchases. Review your rewards program terms and conditions for complete details including limitations.

Point activity summary for the period covered by this statement:

1,997 Beginning Passion Points balance

0 Passion Points earned on SCHEELS Purchases

5,662 Passion Points earned on other purchases

0 Bonus Passion Points earned

0 Point adjustments

7,500 Passion Points automatically redeemed for a SCHEELS Gift Card

159 Current Passion Points balance

With your SCHEELS® Visa® Card, Rewards are simple! Points are automatically redeemed in 2,500 point increments for Gift Cards in multiples of \$25. For your convenience, Gift Cards are consolidated into one simple dollar amount up to \$1,000. If you earn more than \$1,000, your additional Gift Cards will be sent separately.

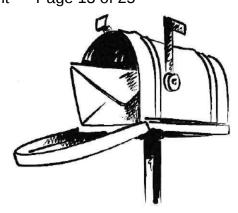


Transaction Detail

| Trans Date | Post Date | Reference Number | Transaction Description | Credits (CR) and Debits |
|---------------|--------------|--------------------------|---------------------------------------|----------------------------|
| Paymen | ts and Of | ther Credits | | |
| 6-24 | 6-27 | 740710521759391163006491 | CITY OF APPLE VALLEY R 952-9532300 MN | \$48.00 (CR) |
| 7-06 | 7-06 | 74418002187045001491981 | ONLINE PAYMENT THANK YOU | \$64.52 (CR) |

Declutter

Enroll in **paperless statements** today and avoid cluttering up your mailbox or filing cabinet.





| 6-15 6-16 24634222166027010957900 LITTLE WO 6-15 6-16 24427332196720258593228 MCDONALI 6-15 6-16 24457032187400419319124 MS UPEF 6-15 6-17 244750218740197197149 HUTCHINS 6-16 6-17 244750218741877477489 HUTCHINS 6-16 6-17 24475021984107477489 HUTCHINS 6-16 6-17 2447502198400428289293 WM SUPEF 6-16 6-17 24445002198400428289293 WM SUPEF 6-19 6-21 24445002171400217978463 WM SUPEF 6-20 6-22 2458302717200228276124 WM SUPEF 6-20 6-22 2458502717400217978463 WM SUPEF 6-20 6-22 24692162172100326985929 VERIZON-N 6-23 6-24 2404750217490027038523 KOHL'S #1: 6-23 6-24 2404750217490027038523 KOHL'S #1: 6-23 6-24 24057502174207009700705 CTY OF EA 6-23 6-24 24057502174207009700705 CTY OF EA 6-23 6-24 24057502174207009700705 CTY OF EA 6-23 6-24 24137462178001246780983 VALLEYFA 6-26 6-27 24137462178001246780983 VALLEYFA 6-26 6-27 24137462178001246780983 VALLEYFA 6-26 6-27 2413746217800124678139 VALLEYFA 6-27 6-28 2448516218001246781379 VALLEYFA 6-27 6-28 2448516218001246781379 VALLEYFA 6-27 6-28 244851621878001246781379 V | TIC SURGERY, HTTPSWWW.EDIN MN | d Debits |
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| S-15 | F RESORT CASS LAKE MN | \$652.50 |
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| 6-15 6-17 24717082167641677477486 HUTCHINS 6-18 6-17 24164072167091011201099 TARGET 6-16 6-17 24445002198400482688293 WM SUDEF 6-16 6-21 24717052168641687096392 HUTCHINS 6-19 6-21 2444500217140021797463 WM SUPEF 6-20 6-22 245892071740021797463 WM SUPEF 6-20 6-22 24589302717290021899139 HELP UP UP A 6-22 6-24 2444500217140021797463 WM SUPEF 6-20 6-22 245893027172900012909139 HELP UP A 6-23 6-24 24071082174293010048804 CITY OF A 6-23 6-24 24071082174293010048804 CITY OF A 6-23 6-24 24075928717420045097281 MCDONAL 6-23 6-24 24075928717420045097281 MCDONAL 6-23 6-27 24127482178001246781095 VALLEYFA 6-26 6-27 24137462178001246781095 VALLEYFA 6-26 6-27 24137462178001246781095 VALLEYFA 6-26 6-27 24137462178001246781095 VALLEYFA 6-26 6-27 24137462178001246781095 VALLEYFA 6-26 6-27 24137462178001246781070 VALLEYFA 6-26 6-27 2414810217980013700992 CROOKED 7-01 7-05 244650218350058679160 MAURICE* 7-02 7-05 244650218350058679160 MAURICE* 7-04 7-05 244650218350058679160 MAURICE* 7-05 7-06 2449682189500034937 TARGET 7-07 7-08 24231682189200888203259 DAIRY QU 7-10 7-11 244921521917150201060037 UBER TR 7-10 7-11 24492152191715020160037 UBER TR 7-10 7-11 24492152191715020100037 | CENTER #1738 HUTCHINSON MN | \$10.76 |
| 6-16 6-17 24164072167081011201059 TARGET 6-16 6-17 24427332167720225278124 MCDONALI 6-16 6-17 24445002198400426268263 WM SUPER 6-16 6-21 2441500217914083 WM SUPER 6-19 6-21 24445002171400217974463 WM SUPER 6-20 6-22 245921621721003263965929 VERIZONAL 6-20 6-22 2459302172900012909139 HELP U PA 6-20 6-22 2459302172900012909139 HELP U PA 6-20 6-22 24445002174100237038523 KOHLS #1 6-23 6-24 24445002174100237038523 KOHLS #1 6-23 6-24 24445302174100237038523 KOHLS #1 6-23 6-24 24071082174393100048804 CITY OF A 6-23 6-24 24075082174390100048804 CITY OF A 6-23 6-24 2407508217420709700705 CTY OF E 6-23 6-24 2407508217420709700705 CTY OF E 6-23 6-24 24137442173001246781190 VALLEYFA 6-26 6-27 24137462178001246780955 VALLEYFA 6-26 6-27 24137462178001246780956 VALLEYFA 6-26 6-27 24137462178001246780957 VALLEYFA 6-27 6-28 244821621780000313700892 CROOKED 7-01 7-05 2448908218940093400979 LIFE TIME 7-02 7-05 2448908218940093400979 LIFE TIME 7-04 7-05 2449308218940093400979 LIFE TIME 7-05 7-06 242316821890093400979 LIFE TIME 7-07 7-08 24231682189009340994 7 CHASKA91 7-07 7-08 24231682189109300944 7 UBER TR 7-10 7-11 24492182191715020180053 7 UBER TR 7-10 7-11 24492182191715920180053 7 UBER TR | N LIQUOR HUTCH HUTCHINSON MN | \$37.51 |
| 6-16 6-17 24427332167720225276124 MCDONALI 6-16 6-17 24445002168400426268293 WM SUPER 6-16 6-21 24717052168641687096392 HUTCHINS 6-19 6-21 24445002171400217978463 WM SUPER 6-20 6-22 24852162172100262696929 VERIZON-N 6-20 6-22 24558302172900012909139 HELP U PA 6-22 6-24 240471052179400210898232 KOHLS #1: 6-23 6-24 240471052174100237038523 KOHLS #1: 6-23 6-24 24047105217420245097281 MCDONAL 6-23 6-24 24055232174207098700705 CTY OF EA 6-23 6-24 24055232174207098700705 CTY OF EA 6-23 6-24 24055232174207098700705 CTY OF EA 6-26 6-27 24137462178001246781139 VALLEYFA 6-26 6-27 24137462178001246781139 VALLEYFA 6-26 6-27 24137462178001246781139 VALLEYFA 6-26 6-27 2413746217800124678139 VALLEYFA 6-26 6-27 2413746217800124678139 VALLEYFA 6-26 6-27 2413746217800124678139 VALLEYFA 6-26 6-27 24137462178001246781719 VALLEYFA 6-26 6-27 24137462178001246781719 VALLEYFA 6-26 6-27 2413746217800124678139 VALLEYFA 6-26 6-27 24137462178001246781719 VALLEYFA 6-26 6-27 24137462178001246781719 VALLEYFA 6-26 6-27 2413746217800124678171 VALLEYFA 6-26 6-27 2413746217800124678171 VALLEYFA 6-26 6-27 2413746217800124678171 VALLEYFA 6-26 6-27 2413746217800124678173 VALLEYFA 6-27 6-28 24482162178000243173172 LIFE TIME 6-27 6-28 244821621850038673160 MAURICET 7-01 7-05 244690218600034000796 MGM CHA 7-05 7-06 24941652186350038673160 MAURICET 7-07 7-08 24231682186350038673160 MAURICET 7-07 7-08 24231682186350038673160 MIDDAY 7-07 7-08 2423168218500388003357 DAIRY QU 7-10 7-11 24492152191715020150003 7 UBER TR 7-10 7-11 24492152191719981524131 7 UBER TR 7-10 7-11 24492152191719981524131 7 UBER TR | 00012104 HUTCHINSON MIN | \$140.23 |
| 6-16 6-17 24445002108400428268283 WM SUPER 6-16 6-21 24717052168641687086392 HUTCHINS 6-19 6-21 24445002171400217978463 WM SUPER 6-20 6-22 24692162172100328985929 VERIZON-VER | 'S F5949 HUTCHINSON MN | \$8.96 |
| 6-16 6-21 24717052168641687096392 HUTCHINS 6-19 6-21 24445002171400217878463 WM SUPEF 6-20 6-22 245583072172800012896199 VERIZON-N 6-20 6-22 245583072172800012896199 HELP UP A 6-22 6-24 24445002174100237038523 KOHL'S #1: 6-23 6-24 240710321743939100048804 CITY OF A/ 6-23 6-24 2407332174720245097281 MCDONAL 6-23 6-24 2407332174720245097281 MCDONAL 6-23 6-24 2407532217427009700705 CTY OF E/ 6-26 6-27 241225921745001246781068 VALLEYFA 6-26 6-27 24137462178001246781098 VALLEYFA 6-26 6-27 24137462178001246781098 VALLEYFA 6-26 6-27 24137462178001246781098 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-26 6-27 2413810217980013700892 CROOKED 7-01 7-05 2444500218350058673160 MAURICE: 7-02 7-05 244891621800024373172 LIFE TIME 7-04 7-05 24489621885000348373 HOLIDAY 7-05 7-06 2494168218855000348374 HOLIDAY 7-05 7-07 2428168218900034800043700795 MGM CHA 7-05 7-07 2428168218939193400984 7 CHASKA91 7-07 7-08 242316821893193400984 7 CHASKA91 7-10 7-11 24492152191715020160053 7 UBER TR | CENTER #1738 HUTCHINSON MN | \$39.87 |
| 6-19 6-21 24445002171400217978463 WM SUPER 6-20 6-22 24593402172100326395929 VERIZON-V 6-20 6-22 24593402172100326395929 VERIZON-V 6-20 6-22 24593402172190021290139 HELP U PA 6-22 6-24 24445002174100237038523 KOHLS 71-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2 | IN LIQUOR HUTCH HUTCHINSON MN | \$42.50 |
| 6-20 6-22 24582162172100328585929 VERIZON-N 6-20 6-22 2458302172800012809139 HELP U PA 6-22 5-24 24445002174100287038323 KOHL'S #1: 6-23 6-24 24071082174939100048804 CITY OF EA 6-23 6-24 24055232174207098700705 CTY OF EA 6-23 6-24 24055232174207098700705 CTY OF EA 6-23 6-24 24055232174207098700705 CTY OF EA 6-26 6-27 24137462178001246781035 VALLEYFA 6-26 6-27 24137462178001246781039 VALLEYFA 6-26 6-27 24137462178001246781199 VALLEYFA 6-26 6-27 2413746217800124678119 VALLEYFA 6-26 6-27 24137462178001246781179 VALLEYFA 6-26 6-27 2413746217800124678179 VALLEYFA 6-27 6-28 244921621850058673160 MAURICE' 7-01 7-05 244950216850508673160 MAURICE' 7-02 7-05 24493692168100241973172 LIFE TIME 7-04 7-05 244936921680003400795 MGM CHA 7-05 7-06 24941652168535000348373 HOLIDAY: 7-05 7-06 24941652168535000348373 HOLIDAY: 7-05 7-06 242316821800398827355 DAIRY QU 7-10 7-11 244921521917150201500037 TARGET 7-10 7-11 244921521917150201500037 UBER TR | CENTER #1738 HUTCHINSON MN | \$396.45 |
| 6-20 6-22 24589302172900012909139 HELP U PA 6-22 6-24 24445002174100237038232 KCHL'S #1: 6-23 6-24 2405022174190237038232 KCHL'S #1: 6-23 6-24 24050221742930100048804 CITY OF A/ 6-23 6-24 24050222174290245097281 MCDONAL 6-23 6-24 24050222174290265097281 MCDONAL 6-23 6-27 24127482178001246781080 VALLEYFA 6-26 6-27 24137462178001246781080 VALLEYFA 6-26 6-27 24137462178001246781380 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-26 6-27 2413946217800003700892 CROOKED 7-01 7-05 244650218950058673160 MAURICE: 7-02 7-05 244650218950058673160 MAURICE: 7-04 7-05 244650218950058673160 MAURICE: 7-05 7-06 24941682188950003870894 HOLIDAY: 7-05 7-07 24184072187091018022759 TARGET 7-07 7-08 24231682187093193400984 7 CHASKAst 7-07 7-08 24231682187093193400984 7 CHASKAst 7-10 7-11 24492152191715024160033 7 UBER TR | CTRA MN WACO WACONIA MN | \$32.20 |
| 6-22 6-24 24445002174100237038523 KOHL'S #1: 6-23 6-24 240710321742839100048804 CITY OF A/ 6-23 6-24 240710321742839100048804 CITY OF A/ 6-23 6-24 2407532317420205097281 MCDONAL 6-23 6-24 2407532317420205097281 MCDONAL 6-23 6-24 24075323174200309700705 CTY OF EA/ 6-26 6-27 24137452178001246781095 VALLEYFA 6-26 6-27 24137462178001246781095 VALLEYFA 6-26 6-27 24137462178001246781930 VALLEYFA 6-26 6-27 24137462178001246781935 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-26 6-27 241437462178000241878173 VALLEYFA 6-26 6-27 24143162178000241878173 VALLEYFA 6-27 6-29 2444502183500586781660 MAURICE* 7-01 7-05 2444502183500586781660 MAURICE* 7-04 7-05 24493682189100241973172 LIFE TIME 7-04 7-05 244936821891000348079 MGM CHA 7-05 7-06 2494168218835000348379 HOLIDAY* 7-05 7-07 24231682187093193400984 7 CHASKA91 7-07 7-08 24231682187093193400984 7 CHASKA91 7-10 7-11 24492152191715020150053 7 UBER TR 7-10 7-11 244921521917159991524131 7 UBER TR 7-10 7-11 24492152191715991524131 7 UBER TR | CK N MOVE MINNEAPOLIS MN | \$755.25 |
| 6-23 6-24 24071082174939100048804 CITY OF AI 6-23 6-24 24427332174720245097281 MCDONAL 6-23 6-24 24055232174207098790705 CTY OF EA 6-23 6-27 241274297098790705 CTY OF EA 6-26 6-27 24137462178001246781036 VALLEYFA 6-26 6-27 24137462178001246781290 VALLEYFA 6-26 6-27 24137462178001246780953 VALLEYFA 6-26 6-27 2413746217800124678118 VALLEYFA 6-26 6-27 2413746217800124678118 VALLEYFA 6-26 6-27 24137462178001246781178 VALLEYFA 6-26 6-27 24137462178001246781178 VALLEYFA 6-27 6-28 24492162178000246781378 VALLEYFA 6-27 6-29 24183102179900013700892 CROOKED 7-01 7-05 24445002185500586791660 MAURICE: 7-04 7-05 2446902162185100421979172 LIFE TIME 7-04 7-05 2449308218940093400795 MGM CHA 7-05 7-06 24941682188838000348373 TARGET 7-07 7-08 242316821879317930000477 CHASKA9 7-07 7-08 242316821879319300447 UBER TR 7-10 7-11 24492182191715020160053 7 UBER TR 7-10 7-11 24492182191719991824131 7 UBER TR 1 | A COLUMN TO THE | \$129.99 |
| 6-23 6-24 2427332174720245097261 MCDONAL 6-23 6-24 2405328174207096700705 CTY OF EA 6-23 6-27 24122582175018026593111 HEARTBRI 6-26 6-27 24137462178001246781290 VALLEYFA 6-26 6-27 24137462178001246781290 VALLEYFA 6-26 6-27 24137462178001246781118 VALLEYFA 6-26 6-27 24137462178001246781118 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-27 6-28 2448216217800024378172 LIFE TIME 6-27 6-29 24183102179800013700892 CROOKED 7-01 7-05 24445002185500586731660 MAURICE: 7-04 7-05 2446502162185100421373172 LIFE TIME 7-04 7-05 24493682189100421373172 LIFE TIME 7-05 7-06 24941662186835000348373 HOLIDAY: 7-05 7-06 2494168218708119022753 TARGET 7-07 7-08 2423168218708193400984 7 CHASKA9: 7-07 7-08 2423168218708193400984 7 UBER TR 7-10 7-11 24492152191715020160053 7 UBER TR 7-10 7-11 24492152191715020160053 7 UBER TR 7-10 7-11 24492182191715020160053 7 UBER TR | PLE VALLEY RAPPLE VALLEY MN | \$48.00 |
| 6-23 6-24 240552821742070870705 CTY OF EA 6-23 6-27 24122582175018026583111 HEARTBRI 6-26 6-27 24137462178001246781050 VALLEYFA 6-26 6-27 24137462178001246781050 VALLEYFA 6-26 6-27 24137462178001246781950 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-26 6-27 2418216217800013700892 CROOKED 7-01 7-05 2449502189500586791600 MAURICE* 7-02 7-05 2449502189500586791600 MAURICE* 7-04 7-05 244950218950048173 VIET IMP 7-05 7-06 2494168218893000348379 HOLIDAY 1 7-05 7-07 24184072187091018022759 TARGET 7-07 7-08 24231682187094394009454 CHASKAst 7-07 7-08 24231682187094394009454 CHASKAst 7-10 7-11 24492152191715020160053 VUBER TR | 'S F19055 NORWOOD YOUNG MN | \$21.90 |
| 6-23 6-27 24122592175018026593111 HEARTBRIGGE 6-26 6-27 24137462178001246781085 VALLEYFA 6-26 6-27 24137462178001246781085 VALLEYFA 6-26 6-27 24137462178001246781935 VALLEYFA 6-26 6-27 24137462178001246781118 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-27 6-28 24482162178000246781373 VALLEYFA 6-27 6-29 24183102179800013700892 CROOKED 7-01 7-05 2448502183500586791660 MAURICE* 7-02 7-05 2448502183500586791660 MAURICE* 7-04 7-05 2448502183500586791660 MAURICE* 7-05 7-06 244916821889100241979172 LIFE TIME 7-05 7-07 24184072187091D18022753 TARGET 7-06 7-07 24231682187093193400984 7 CHASKA91 7-07 7-08 24231682187093193400984 7 CHASKA91 7-10 7-11 24492152191715020160053 7 UBER TR 7-10 7-11 24492152191715020160053 7 | GAN-CASCADE BAY FAGANIM | \$50.00 |
| 6-26 6-27 24137462178001246781085 VALLEYFA 6-26 6-27 24137462178001246781280 VALLEYFA 6-26 6-27 24137462178001246780955 VALLEYFA 6-26 6-27 24137462178001246780955 VALLEYFA 6-26 6-27 24137462178001246780187 VALLEYFA 6-27 6-28 24492162178000249781373 VALLEYFA 6-27 6-28 2449216217800024978178 VALLEYFA 6-27 6-29 24183102178900013700982 CROOKED 7-01 7-05 24448002183500386731660 MAURICE* 7-04 7-05 244892162188100241573172 LIFE TIME 7-04 7-05 24493862189400034000795 MGM CHA 7-05 7-06 2494168218838000348379 HOLIDAY 7-05 7-07 242316821870931198022753 TARGET 7-07 7-08 24231682187093193400964 CHASKAS 7-10 7-11 24492152191715024302644 VUSER TR 7-10 7-11 24492152191715024302644 USER TR 7-10 7-11 24492182191715020160053 USER TR 7-10 7-11 24492182191715924302644 USER TR TESES Total Fees For This Period Interest Charged Interest Charged Interest Charged Interest Charged | AKERS BAR AND GRI CHASKA MN | \$80.33 |
| 6-26 6-27 24137462178001246781290 VALLEYFA 6-26 6-27 241374621780012467809853 VALLEYFA 6-26 6-27 241374621780012467809853 VALLEYFA 6-26 6-27 24137462178001246781138 VALLEYFA 6-26 6-27 24137462178001246781138 VALLEYFA 6-27 6-28 24482162178900024385278 7 EDINA PLA 6-27 6-29 24183102179800013700892 CROOKED 7-01 7-05 24445002186500586731660 MAURICE: 7-04 7-05 2446502186500586731660 MAURICE: 7-04 7-05 244630821891002421973172 LIFE TIME 7-05 7-06 24941682186835000348373 HOLIDAY: 7-05 7-07 24184072187091191022753 TARGET 7-06 7-07 24231682187083193400984 7 CHASKA9: 7-07 7-08 24231682187083193400984 7 UBER TR 7-10 7-11 24492152191715024392844 7 UBER TR 7-10 7-11 24492182191715020160053 7 UBER TR 7-10 7-11 24492182191715924392844 7 UBER TR 7-10 7-11 244921821917159291524131 7 UBER TR 7-10 7-11 24492182191719991524131 7 UBER TR | R FOODS SHAKOPEE MN | \$19.77 |
| 6-26 6-27 24137462178001246780963 VALLEYFA 6-26 6-27 24137462178001246781118 VALLEYFA 6-26 6-27 24137462178001246781118 VALLEYFA 6-26 6-27 24137462178001246781373 VALLEYFA 6-27 6-28 24492162178000243783278 7 EDINA PLA 6-27 6-29 24183102179900013700892 CROOKED 7-01 7-05 24445002189500586731660 MAURICE* 7-02 7-05 24465002189500586731660 MAURICE* 7-04 7-05 24468082189400034000795 MAURICE* 7-05 7-06 24991682189835000348379 HOLIDAY* 7-05 7-07 24184072187091018022753 TARGET 7-06 7-07 24231682187093193400984 7 CHASKAst 7-07 7-08 242316821870938239259 DAIRY QU 7-10 7-11 24492152191715023160003 7 UBER TR | R FOODS SHAKOPEE MN | \$17.17 |
| 6-26 6-27 24197462178001246781373 VALLEYFA 6-26 6-27 24197462178001246781373 VALLEYFA 6-26 6-27 6-28 24492162178000246781373 VALLEYFA 6-27 6-29 24183102179900013700992 CROOKED 7-01 7-05 2449502183500586791660 MAURICE* 7-02 7-05 24892162188100421973172 LIFE TIME 7-04 7-05 24493682189100421973172 LIFE TIME 7-05 7-06 24921622189500348373 HOLIDAY 7-05 7-07 24184072187091D18022753 TARGET 7-06 7-07 24231682187093193400984 7 CHASKA91 7-07 7-08 24231682187093193400984 7 CHASKA91 7-10 7-11 244921821917150201800337 UBER TR 7-10 7-11 244921821917150201800337 UBER TR 7-10 7-11 244921821917159291541317 UBER TR 7-10 7-11 244921821917159291541317 UBER TR Tees Total Fees For This Period Interest Charged Interest Charged | R CABANA FOODS SHAKOPEE MN | \$30.55 |
| 6-26 6-27 24187462178001246781373 VALLEYFA 6-27 6-28 2448216217800024353278 7 EDINA PL/ 6-27 6-29 24183102178900013700892 CROOKED 7-01 7-05 24445002183500386731660 MAURICE* 7-04 7-05 24483982180400034000795 MGM CHA 7-05 7-06 24941682186838000348373 HOLIDAY* 7-05 7-07 24184072187091018022753 TARGET 7-06 7-07 2423168218093939400964 7 CHASKAst 7-07 7-08 2423168218093939400964 7 UBER TR 7-10 7-11 24492152191715024302644 7 UBER TR 7-10 7-11 24492152191715024302644 7 UBER TR 7-10 7-11 24492182191715024302644 7 UBER TR 7-10 7-11 24492182191715020160053 7 UBER TR 7-10 7-11 24492182191715020160054 7 UBER TR | P FOODS SHAKOPEE MN | \$13.95 |
| 6-27 6-28 24492162178000031353278 7 EDINA PL/ 6-27 6-29 24183102179900013700892 CROOKED 7-01 7-05 2444500218550586731660 MAURICE: 7-02 7-05 2446502185500586731660 MAURICE: 7-04 7-05 24463592162185100421973172 LIFE TIME 7-05 7-06 24941682186838000348373 HOLIDAY: 7-05 7-07 241840721870911918022753 TARGET 7-06 7-07 24231682187083193400984 7 CHASKA9: 7-07 7-08 24231682187083193400984 7 UBER TR 7-10 7-11 2449218219171502430284 7 UBER TR 7-10 7-11 24492182191715020160053 7 UBER TR 7-10 7-11 24492182191719991524131 7 UBER TR Trotal Fees For This Period Interest Charged Interest Charged | R FOODS SHAKOPEE MIN | \$26.06 |
| 6-27 6-29 24183102179900013700892 CROOKED 7-01 7-05 24445002183500586731660 MAURICE: 7-02 7-05 24692162185100421373172 LIFE TIME 7-04 7-05 24403082189400034000795 MGM CHA 7-05 7-06 2494168218835000348373 HOLIDAY: 7-05 7-07 24184072187091018022753 TARGET 7-06 7-07 24231682187093193400984 7 CHASKAst 7-07 7-08 24231682187093193400984 7 CHASKAst 7-10 7-11 24492152191715024100053 7 UBER TR 7-10 7-11 10 10 10 10 10 10 10 10 10 10 10 10 1 | STIC SURGERY, HTTPSWWW.EDIN MN | \$120.84 |
| 7-01 7-05 24445002188500586791660 MAURICE: 7-02 7-05 24692162185100421979172 LIFE TIME 7-04 7-05 2408928189400034000795 MGM CHA 7-05 7-06 24941662188838000948979 HOLIDAY: 7-05 7-07 24184072187091018022759 TARGET 7-06 7-07 24231682189200888203259 DAIRY QU 7-10 7-11 244921821917150243028447 UBER TR 7-10 7-11 244921821917150291600537 UBER TR 7-10 7-11 244921821917199915241317 UBER TR | PINT - CHASKA CHASKA MN | \$67.00 |
| 7-02 7-05 24692162185100421973172 LIFE TIME 7-04 7-05 24493982189400034000795 MGM CHA 7-05 7-06 2494168218938000348373 HOLIDAY' 7-05 7-07 24154072187091018022755 TARGET 7-06 7-07 242316821870981934009847 CHASKAst 7-07 7-08 242316821890388203259 DAIRY QU 7-10 7-11 244921521917150243026447 UBER TR 7-10 7-11 244921521917150201600537 UBER TR 7-10 7-11 244921521917199915241317 UBER TR 7-10 7-11 244921521917150201600537 UBER TR 7-10 7-11 PROPERTY OF TREE TR TOTAL Fees For This Period Interest Charged | #2035 EDEN PRAIRIE MN | \$41.39 |
| 7-04 7-05 244039821984020034000795 MGM CHA 7-05 7-06 24941682188838000348979 HOLIDAY: 7-05 7-07 24164072197091018022759 TARGET 7-06 7-07 242316821870831934009647 CHASKA9 7-07 7-08 2423168218920988203259 DAIRY QU 7-10 7-11 244921821917150201900537 UBER TR 7-10 7-11 244921821917150201900537 UBER TR 7-10 7-11 244921821917199918241317 UBER TR 7-10 7-11 244921821917199918241317 UBER TR TREES TOTAL Fees For This Period Interest Charged Interest Charge on Purchases | TINESS 151 952-947-0000 MN | \$186.01 |
| 7-05 7-06 249416821883\$000348373 HOLIDAY: 7-05 7-07 24184072187091018022753 TARGET 7-06 7-07 24231682187093193400984 7 CHASKAs: 7-07 7-08 24231682187093193400984 7 CHASKAs: 7-07 7-10 24231682189200888239259 DAIRY QU 7-10 7-11 24492182191715024100053 7 UBER TR 7-10 7-11 24492182191715024100053 7 UBER TR 7-10 7-11 24492182191719991524131 7 UBER TR 7-10 7-11 24492182191719991524131 7 UBER TR 7-10 7-11 10 10 10 10 10 10 10 10 10 10 10 10 1 | | \$40.63 |
| 7-05 7-07 24184072187091018022753 TARGET 7-06 7-07 24231682187083193400984 7 CHASKA91 7-07 7-08 24231682187083193400984 7 CHASKA91 7-10 7-11 24492152191715024392844 7 UBER TR 7-10 7-11 24492152191715020160053 7 UBER TR 7-10 7-11 24492162191719991524131 7 UBER TR Fees Total Fees For This Period Interest Charged Interest Charged Interest Charged Interest Charge on Purchases | TATIONS 0402 EDEN PRAIRIE MN | \$84.39 |
| 7-06 7-07 24231682187093193400984 7 CHASKA9: 7-07 7-08 24231682189200888203259 DAIRY QU 7-10 7-11 24492182191715024302844 7 UBER TR 7-10 7-11 24492182191715020160053 7 UBER TR 7-10 7-11 24492182191715020160053 7 UBER TR Fees Total Fees For This Period Interest Charged Interest Charged Interest Charge on Purchases | 00013524 CHASKA MN | \$38.07 |
| 7-07 7-08 24231682199200898203259 DAIRY QU 7-10 7-11 24492152191715024902644 7 UBER TR 7-10 7-11 24492152191715020160053 7 UBER TR 7-10 7-11 24492152191715020160053 7 UBER TR 7-10 7-11 24492152191719991524131 7 UBER TR Total Fees For This Period Interest Charged Interest Charge on Purchases | 77777 | \$195.88 |
| 7-10 7-11 244921521917150243926447 UBER TR 7-10 7-11 244921521917150201600537 UBER TR 7-10 7-11 244921521917150201600537 UBER TR 7-10 7-11 244921521917199915241317 UBER TR Fees Total Fees For This Period Interest Charged Interest Charge on Purchases | | \$10.60 |
| 7-10 7-11 24492152191715020160053 7 UBER TR 7-10 7-11 24492152191719991524131 7 UBER TR Fees Total Fees For This Period Interest Charged Interest Charge on Purchases | EN #11831 CHASKA MN | \$27.07 |
| 7-10 7-11 24492152191719991524131 7 UBER TR Fees Total Fees For This Period Interest Charged Interest Charge on Purchases | | \$5.75 |
| Fees Total Fees For This Period Interest Charged Interest Charge on Purchases | P HELP, UBER, COM CA | \$18.52 |
| Total Fees For This Period Interest Charged Interest Charge on Purchases | P HELP, UBER, COM CA | ¥10.00 |
| nterest Charge on Purchases | | \$0.00 |
| | | \$129.30 |
| nterest Charge on Cash Advances | The same of the sa | \$0.00 |
| Interest Charge on Balances Transfers | | \$0.00 |
| Total Interest For This Period | | \$129.30 |
| Your Annual Percentage Rate (APR) is the annual inte | | (f) Fixed F |

| Charge Summary | Annual Percentage Rate (APR) | Special Offer or Eligible Purchase APR Expiration Date | Balance Subject to Interest Rate | | Interest Charge |
|-------------------|---------------------------------|---|-------------------------------------|----|-----------------|
| Purchases | 19.74% (v) | N/A | \$7,243.56 | 33 | \$129.30 |
| Cash Advance | 25,99% (v) | N/A | \$0.00 | 33 | \$0.00 |

| 2022 Total Year-to-Date | |
|--------------------------------|----------|
| Total fees charged in 2022 | \$106.95 |
| Total interest charged in 2022 | \$246.54 |

Case 22-04051 Doc 8 Filed 01/23/23 Entered 01/23/23 16:55:16 Desc Main Document Page 14 of 25

SCHEELS VISA

VISA

New Balance: \$11,477.11 Minimum Payment Due: \$520.33

Payment Due Date: September 7, 2022

Make checks payable to First National Bank of Omaha

Amount of Payment Enclosed

100668

SAVANNA A KOTTKE PO BOX 371 BROWNTON MN 55312-0371 P.O. Box 2557 Omaha, NE 68103-2557

First National Bank of Omaha

\$

Change of Address? If yes, please complete reverse side.

.22

0000000052033

0000001147711

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

SCHEELS Signature® Visa®

Account Number:

Page 001 of 0

Account Summary

| 0020 | |
|--------------------------|-------------|
| Previous Balance | \$8,600.14 |
| Payments | \$0.00 |
| Other Credits | |
| Purchases | +\$2,683.47 |
| Balance Transfers | +\$0.00 |
| Cash Advances | +\$0.00 |
| Fees Charged | +\$29.00 |
| Interest Charged | +\$164.50 |
| New Balance | \$11,477.11 |
| Statement Closing Date . | 08/10/22 |
| Days in Billing Cycle | 30 |

| Total Credit Limit | \$14,000.00 |
|--------------------|-------------|
| Available Credit | \$2,522.00 |
| Cash Limit | \$2,800.00 |
| Available Cash | \$2,522.00 |

Payment Information

| New Balance | \$11,477.11 |
|---------------------|-------------------|
| Minimum Payment Due | \$520.33 |
| Past Due Amount | \$214.00 |
| Payment Due Date | September 7, 2022 |

• Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

| If you make no additional charges using this card and each month you pay | You will pay off the balance shown on this statement in about | And you will end up paying an estimated total of |
|--|---|--|
| Only the minimum payment | 22 years | \$28,895 |
| \$429 | 3 years | \$15,444 (Savings \$13,451) |

If you would like information about credit counseling services, call 1-866-486-6322.



Customer Service

Call: Toll Free 1-888-295-5540

(TDD Telecommunications Device for the Deaf: 1-800-925-2833) (Balance Transfer Hotline: 1-877-388-8231)

Save Time and Stamps by Paying Online! Visit: www.card.fnbo.com/scheels

Remit to: First National Bank of Omaha, P.O. Box 2557, Omaha, NE 68103-2557



Smart Tips

Give your credit rating a little boost!

Paying over your minimum amount due can help reduce your account balance faster than you think and a lower average balance can help add up to a higher credit score!

REWARD YOUR PASSION.™

Use your card to earn 3 points per \$1 on SCHEELS Purchases and then 1 point per \$1 on other Net Purchases. Review your rewards program terms and conditions for complete details including limitations.

Point activity summary for the period covered by this statement:

- 159 Beginning Passion Points balance
- 0 Passion Points earned on SCHEELS Purchases
- 2,684 Passion Points earned on other purchases
 - 0 Bonus Passion Points earned
 - 0 Point adjustments
- 2,500 Passion Points automatically redeemed for a SCHEELS Gift Card
- 343 Current Passion Points balance

With your SCHEELS® Visa® Card, Rewards are simple! Points are automatically redeemed in 2,500 point increments for Gift Cards in multiples of \$25. For your convenience, Gift Cards are consolidated into one simple dollar amount up to \$1,000. If you earn more than \$1,000, your additional Gift Cards will be sent separately.

Important Information Regarding Your Account

By your closing date, we had not received the required payment.
Please forward the proper minimum amount due to bring your account current.

We may report information about your account to credit bureaus.

Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Case 22-04051 Doc 8 Filed 01/23/23 Entered 01/23/23 16:55:16 Desc Main

Email Update

Ensure you're receiving the latest offers and communication by keeping your email address current. Log in today and make sure we have the latest.

Account Number:

6225 Page 002 of 002

| _ | _ | | | | | |
|---------------|--------------|---------------------------|--|--|--------------|----------------------------|
| \mathcal{O} | Transa | ction Detail | | | | |
| rans ate | Post Date | Reference Number | Transaction Description | | | Credits (CR) and Debits |
| ransac | | | | | | Special con- |
| 7-11 | 7-12 | 24137462193001503916549 | HY-VEE SHAK MKT GRL 4562 | | | \$23.38 |
| 7-11 | 7-13 | 24275392193900018830437 | WACONIA BREWING COMPA | | | \$17.25 |
| 7-12 | 7-14 | 24013392194001359595774 | BENEDICTINE LIVING DINING | | | \$8.59 |
| 7-17 | 7-18 | 24427332198720246167636 | MCDONALD'S F35706 CHASKA | | | \$26.46 |
| 7-17 | 7-18 | 24137462199001243089411 | VALLEYFAIR FOODS SHAKOPE | | | \$34.75 |
| 7-17 | 7-18 | 24137462199001243089668 | SPEEDWAY 04035 SHAKOPEE N | | | \$50.01 |
| 7-17 | 7-18 | 24137462199001243089338 | VALLEYFAIR MERCHANDISE | The second secon | | \$37.94 |
| 7-17 | 7-18 | 24137462199001243089585 | VALLEYFAIR CABANA FOOD | | | \$30,55 |
| 7-17 | 7-18 | 24801972198400517000399 | CHASKA TOBACCO CONVEN | | | \$42.95 |
| 7-18 | 7-19 | 24164072199091016018815 | TARGET 00013524 CHASK | A MN | | \$78.78 |
| 7-21 | 7-21 | 241930422020026665420237 | Floyds Bar and Grill Victoria MN | | | \$39.00 |
| 7-22 | 7-25 | 24445002204000941811955 | WALGREENS #1002 PLYMOUTH | MN | | \$24.46 |
| 7-22 | 7-25 | 24692162204100196313434 | VERIZON-VICTRA MN WACO | WACONIA MN | | \$75.14 |
| 7-23 | 7-25 | 244921522047197178796247 | UBER TRIPHELP.UBER.COM CA | | Transfer I | \$29.95 |
| 7-23 | 7-25 | 244921522047437317012677 | UBER TRIPHELP.UBER.COM CA | | | \$20.17 |
| 7-23 | 7-25 | 244921522047457179598767 | UBER TRIPHELP.UBER.COM CA | | | \$5.99 |
| 7-23 | 7-25 | 24210732204706000012401 | UNDER ARMOUR ALBERTVIL | LE ALBERTVILLE MN | | \$236.10 |
| 7-23 | 7-25 | 24492152204713688387998 7 | UBER TRIPHELP.UBER.COM CA | | | \$14.94 |
| 7-23 | 7-25 | 24492152204717675880337 7 | UBER TRIPHELP.UBER.COM CA | | | \$17.90 |
| 7-23 | 7-25 | 244921522047176758924157 | UBER TRIPHELP.UBER.COM CA | | | \$5.00 |
| 7-23 | 7-25 | 24137462205500781950323 | CARTER'S #761 ALBERTVILLE MI | V | | \$315.50 |
| 7-23 | 7-25 | 24164072205140449271194 | OLIVE GARDEN 00015347 MA | APLE GROVE MN | | \$111.51 |
| 7-30 | 8-01 | 24037242212900014900195 | MIGHTY'S LIQUOR PLATO MN | | | \$22.08 |
| 7-30 | 8-01 | 24037242212900014900203 | MIGHTY'S LIQUOR PLATO MN | | | \$19.22 |
| 7-30 | 8-01 | 24453882211002699803817 | Brownton Bar & Grill Brownton MN | | | \$53.89 |
| 7-31 | 8-01 | 24427332212720208724657 | CHASKA CUB FOODS CHASKA | | | \$52.72 |
| 3-01 | 8-01 | 24193042213002705692299 | Willy McCoys Chaska LLC CHA | | | \$85.59 |
| 3-01 | 8-02 | 24692162213100711168296 2 | LTF*LIFE TIME MO DUES 888- | | | \$197.02 |
| 3-01 | 8-03 | 24013392214000134497476 | BENEDICTINE LIVING DINING | | | \$4.30 |
| 3-06 | 8-08 | 24492162218000006525142 7 | UBER* TRIP www.uber.com.ca | SHAROFEE MIN | | \$16.95 |
| 3-06 | 8-08 | 24492152218715522217251 7 | UBER TRIPHELP.UBER.COM.CA | | | \$3.00 |
| 3-06 | 8-08 | 24492152218745551609698 7 | UBER TRIPHELPUBER.COM CA | | | \$10,59 |
| 3-06 | 8-08 | 24492152218745529979728 7 | UBER TRIPHELP.UBER.COM CA | | | \$23.94 |
| 3-09 | 8-10 | 246921622211009157347787 | PRICELN*HILTON MYRTLE 80 | 0.774-2354 CT | | \$947.85 |
| es | 0.10 | 240021022211009107047107 | THIS ELECTRICATION INTO THE BOOK IN THE BO | 0774-2004 C1 | | 4047.00 |
| 3-08 | 8-10 | 74694512222000222062000 | LATE FEE | | | \$29.00 |
| tal Fe | es For Th | is Period | | | | \$29.00 |
| terest | Charged | | | | | |
| | | Purchases | | | | \$164.50 |
| | | Cash Advances | | | | \$0.00 |
| | | Balances Transfers | | | | \$0.00 |
| otal Int | erest For | This Period | | | | \$164.50 |
| our An | nual Perd | centage Rate (APR) is the | annual interest rate on your ac | count. (v) Va | ariable Rate | (f) Fixed Ra |
| harg | e | Annual Percentage | Special Offer or Eligible | Balance Subject | Days Rate | |
| Sumn | | | Purchase APR Expiration Date | to Interest Rate | Used | Interest Char |
| urchas | es | 20.49% (v) | N/A | \$9,775.08 | 30 | \$164. |
| ach Ac | vance | 26.74% (v) | N/A | \$0.00 | 30 | \$0.0 |
| JUST MC | | | | | | |

\$135.95

\$411.04

Total fees charged in 2022

Total interest charged in 2022 .

Case 22-04051 Doc 8 Filed 01/23/23 Entered 01/23/23 16:55:16 Desc Main Document Page 16 of 25

SCHEELS VISA

VISA

New Balance: \$14,483.21
Minimum Payment Due: \$585.01

Payment Due Date: October 7, 2022

Make checks payable to First National Bank of Omaha

First National Bank of Omaha P.O. Box 2557 Omaha, NE 68103-2557 Amount of Payment Enclosed

53 116

SAVANNA A KOTTKE PO BOX 371 BROWNTON MN 55312-0371 \$

Change of Address? If yes, please complete reverse side.

.225

225 0000000058501

0000001448321

Account Number:

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

SCHEELS Signature® Visa®

23 0700 0000 0000

Account Summary

| Previous Balance | \$11,477.11 |
|------------------------|-------------|
| Payments | \$350.00 |
| Other Credits | \$0.00 |
| Purchases | +\$3,083.52 |
| Balance Transfers | +\$0.00 |
| Cash Advances | +\$0.00 |
| Fees Charged | +\$40.00 |
| Interest Charged | +\$232.58 |
| New Balance | |
| Statement Closing Date | 9 09/09/22 |
| Days in Billing Cycle | 30 |
| Total Credit Limit | \$14,000.00 |
| Available Credit | \$0.00 |
| Cash Limit | \$2,800.00 |

Payment Information

| New Balance | \$14,483.21 |
|---------------------|-----------------|
| Minimum Payment Due | |
| Past Due Amount | |
| Payment Due Date | October 7, 2022 |

• Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

| If you make no additional charges using this card and each month you pay | You will pay off the balance shown on this statement in about | And you will end up paying an estimated total of |
|--|---|--|
| Only the minimum payment | 24 years | \$37,713 |
| \$547 | 3 years | \$19,692 (Savings \$18,021) |

If you would like information about credit counseling services, call 1-866-486-6322.



Customer Service

Call: Toll Free 1-888-295-5540

(TDD Telecommunications Device for the Deaf: 1-800-925-2833) [Balance Transfer Hotline: 1-877-388-8231

Save Time and Stamps by Paying Online!

Available Cash

Visit: www.card.fnbo.com/scheels

Remit to: First National Bank of Omaha, P.O. Box 2557, Omaha, NE 68103-2557



Smart Tips

Give your credit rating a little boost!

Paying over your minimum amount due can help reduce your account balance faster than you think and a lower average balance can help add up to a higher credit score!

REWARD YOUR PASSION."

Use your card to earn 3 points per \$1 on SCHEELS Purchases and then 1 point per \$1 on other Net Purchases. Review your rewards program terms and conditions for complete details including limitations.

Point activity summary for the period covered by this statement:

. \$0.00

343 Beginning Passion Points balance

Passion Points earned on SCHEELS Purchases

3,084 Passion Points earned on other purchases

0 Bonus Passion Points earned

0 Point adjustments

2,500 Passion Points automatically redeemed for a SCHEELS Gift Card

927 Current Passion Points balance

With your SCHEELS® Visa® Card, Rewards are simple! Points are automatically redeemed in 2,500 point increments for Gift Cards in multiples of \$25. For your convenience, Gift Cards are consolidated into one simple dollar amount up to \$1,000. If you earn more than \$1,000, your additional Gift Cards will be sent separately.

Important Information Regarding Your Account

By your closing date, we had not received the required payment.

Please forward the proper minimum amount due to bring your account current.

We may report information about your account to credit bureaus.

Late payments, missed payments, or other defaults on your account may be reflected in your credit report.



New Statement Look Coming Soon

Guided by pustomer feedback, we're improving the content and layout of your monthly account statement to make it easier to read, while highlighting key information. We look forward to providing you more information as the changes are completed. Thank you for being our cardmember.



| rans Date | Post Date | Reference Number | Transaction Description | Credits (CR) and Debits |
|--------------|--------------|--|---|----------------------------|
| | | her Credits | ONLINE PAYMENT THANK YOU | \$350.00 (CR |
| 8-15 | 8-15 | 74418002227045001997856 | ONLINE PAYMENT THANK YOU | \$350.00 (CH |
| ransac | | ***************** | TARGET 00012104 HUTCHINSON MN | \$204.06 |
| 8-16 | 8-17 | 24164072228091016113033 | WAL-MART #1738 HUTCHINSON MN | \$77.31 |
| 8-16 | 8-17 | 24455012228141002501636 24427332228720242571488 | MCDONALD'S F19055 NORWOOD YOUNG MN | \$8.36 |
| 8-16 | 8-18 | 24164072229957004431380 | APPLEBEES HUTC19219377 HUTCHINSON MN | \$81.00 |
| 8-17 | 8-18 | 24455012229141002484410 | WAL-MART #1738 HUTCHINSON MN | \$219.66 |
| 8-17 | 8-18 | 24941662229838000618816 | HOLIDAY STATIONS 0340 CHASKA MN | \$20.92 |
| 8-17 | 8-18 | 24941662229838000618790 | HOLIDAY STATIONS 0340 CHASKA MN | \$80.00 |
| 8-18 | 8-22 | 24445002231300558160911 | CASEYS #3574 NEW RICHLAND MN | \$5.37 |
| 8-18 | 8-22 | 24445002231300558161091 | CASEYS #3574 NEW RICHLAND MN | \$5.37 |
| 8-19 | 8-22 | 246921622311003495127727 | PRICELN*HOLIDAY INN EX 800-774-2354 CT | \$126.97 |
| 8-19 | 8-22 | 24164072231091016521727 | TARGET 00017681 CEDAR RAPIDS IA | \$26.09 |
| 8-19 | 8-22 | 24183102233900019206971 | THE VALENTINE NASHVILLE TN | \$22.86 |
| 8-19 | 8-22 | 24183102233900019207789 | THE VALENTINE NASHVILLE TN | \$18.03 |
| 8-19 | 8-22 | 24445002232300511977020 | CASEYS #3542 BENTON IL | \$78.03 |
| 8-19 | 8-22 | 24445002232300511976949 | CASEYS #2782 CEDAR RAPIDS IA | \$72.00 |
| 8-20 | 8-22 | 24943002232846382660019 | OLE RED NASHVILLE NASHVILLE TN | \$22.00 |
| 8-20 | 8-22 | 24492152232717398263692 7 | UBER TRIP HELP. UBER, COM CA | \$8.78 |
| 8-20 | 8-22 | 24943002232846382467183 | OLE RED NASHVILLE NASHVILLE TN | \$20.00 |
| 8-20 | 8-22 | 24431062233200935500490 | PINNACLE NASHVILLE TN | \$25.00 |
| 8-20 | 8-22 | 244921522327194225898867 | UBER TRIP HELP.UBER.COM CA | \$30.98 |
| 8-20 | 8-22 | 24011342232000040493283 | SP GOO GOO CLUSTER 615-4906685 TN | \$13.17 |
| 8-20 | 8-22 | 24226382233091006589160 | WAL-MART #5616 NASHVILLE TN | \$31.82 |
| 8-20 | 8-22 | 24755422233162330771643 | FGL HOUSE NASHVILLE TN | \$19.00 |
| 8-20 | 8-22 | 24801972233091571000586 | SECOND AVE MUSEUM LLC NASHVILLE TN | \$95.92 |
| 8-20 | 8-22 | 24270742233900011289545 | 3489-LOGAN'S ROADHOUSE NASHVILLE TN | \$103.00 |
| 8-21 | 8-22 | 24122542234744006415181 | BP#4979753SPEAKS #106 CAMDEN SC | \$77.64 |
| 8-21 | 8-22 | 24427332233720206674610 | MCDONALD'S F3274 LEBANON TN | \$3.28 \$7.66 |
| 8-21 | 8-22 | 24427332233720243120304 | MCDONALD'S F27117 CAMDEN SC | \$43.08 |
| 8-21 | 8-22 | 24427332233740287635181 | SONIC DRIVE IN #4234 LEBANON TN MILLENNIUM MAXWELL HOUSE 615-2594343 TN | \$36.48 |
| 8-21 | 8-23 | 24755422234152345664874 | I LOVE SUGAR MYRTLE BEACH MYRTLE BEACH SC | \$37.00 |
| 8-22 | 8-23 | 24003412234900010515602 | 1504 JCS MYRTLE B BDWY MYRTLE BEACH SC | \$37.72 |
| 8-22 | 8-23 | 24943002235206588000063 | 1504 JCS MYRTLE B BDWY MYRTLE BEACH SC | \$155.33 |
| 8-22 | 8-24 | 24943002235206588000261 24755422235152355999508 | HILTON MB WET WHISTLE BAR MYRTLE BEACH SC | \$46.37 |
| 8-22 | 8-24 | | RIPLEY'S MB MUSEUM MYRTLE BEACHSC | \$102.07 |
| 8-23 | 8-24 | 24692162235109087632169 24493982236400254000681 | KWIK-E-MART MYRTLE BEACH SC | \$8.90 |
| 8-23 | 8-25 | 24183102236900016539371 | SWEET CAROLINAS BBQ LLC MYRTLE BEACH SC | \$90.00 |
| 8-23 | 8-25 | 24755422236152366614350 | HILTON MB RETAIL SHORES M MYRTLE BEACH SC | \$43.70 |
| 8-25 | 8-25 | 24767252237000001295414 | BEACH RIDER AMUSEMENT MYRTLE BEACH SC | \$96.88 |
| 8-24 | 8-26 | 24755422237152376752504 | HILTON MB RETAIL SHORES M MYRTLE BEACH SC | \$13.18 |
| 8-24 | 8-26 | 24231682237698932554019 | HARD ROCK MYRTLE BEACH R MYRTLE BEACH SC | \$122.21 |
| 8-24 | 8-26 | 24073142237900011700547 | TREASURE ISLAND GOLF MYRTLE BEACH SC | \$48.00 |
| 8-25 | 8-26 | 24000972237689902580815 | DONALDS PANCAKE HOUSE MYRTLE BEACH SC | \$104.46 |
| 8-25 | 8-26 | 24789302237691300798202 | MARGARITAVILLE MYRTLE BEAMYRTLE BEACH SC | \$141.31 |
| 8-25 | 8-26 | 24789302237691302173016 | MARGARITAVILLE MYRTLE BEAMYRTLE BEACH SC | \$9.81 |
| 8-25 | 8-29 | 24801662238030028287331 | CAPTAIN HOOKS ADVENTURE G MYRTLE BEACH SC | \$9.97 |
| 8-25 | 8-29 | 24801662238030028287091 | CAPTAIN HOOKS ADVENTURE G MYRTLE BEACH SC | \$58.05 |
| 8-26 | 8-29 | 24137462239001552620170 | SPEEDWAY 04587 2949 HIGHW AYNOR SC | \$12.07 |
| 8-26 | 8-29 | 24755422239162393491455 | HILTON HOTELS MYRTLE BEACH SC | \$362.65 |
| Fees 9-07 | 9-09 | 74694512252000252062000 | LATE FEE | \$40.00 |

Our commitment to you

Quality products and superior customer service.



Account Number: Page 003 of 003

| • | ransa | ction Detail | | | | |
|------------------|------------------------|--|------------------------------------|-----------------|--------------|---|
| Trans Date | Post Date | Reference Number | Transaction Description | | | redits (CR) and Debits |
| Interest | Charged | | | | | |
| Interest (| harge on | Purchases | | | | \$232.58 |
| Interest (| charge on | Cash Advances | | | | \$0.00 |
| Interest (| harge on | Balances Transfers | | | | \$0.00 |
| Total Int | erest For | This Period | | | | \$232.58 |
| TOTAL INTO | | Time I cities | | | | |
| | | | he annual interest rate on your ac | count. (v) V | ariable Rate | (f) Fixed Rate |
| 7.00.0000.000.00 | nual Perc | | he annual interest rate on your ac | count. (v) Vo | ariable Rate | • / |
| Your An | nual Perd | entage Rate (APR) is t | | | | • |
| Your An | nual Perd e nary | centage Rate (APR) is t Annual Percentage | Special Offer or Eligible | Balance Subject | Days Rate | |

Additional Information Regarding Your Account

2022 Total Year-to-Date Total fees charged in 2022 Total interest charged in 2022 .

SERVICEMEMBERS CIVIL RELIEF ACT (SCRA)

If you are an active duty member of the United States Military, you may be eligible for additional benefits on your account(s) under the Servicemembers Civil Relief Act (SCRA).

For additional information regarding SCRA benefits, please call 855-868-8446 or log in to the website listed on the front of your statement and click 'Resources' for more information.

Entered 01/23/23 16:55:16 Desc Main Case 22-04051 Doc 8 Filed 01/23/23 Page 19 of 25 Document

SCHEELS VISA

VISA

New Balance: \$14,483.21 Minimum Payment Due: Payment Due Date: November 7, 2022

Make checks payable to First National Bank of Omaha

Amount of Payment Enclosed

First National Bank of Omaha Omaha, NE 68103-2557

SAVANNA A KOTTKE PO BOX 371 BROWNTON MN 55312-0371

Change of Address? If yes, please complete reverse side.

0000000058501

0000001448321

Account Number:

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

SCHEELS Signature® Visa®

Account Summary

| Previous | Balance | \$14,483.21 |
|------------|------------|--------------|
| Payments | | \$0.00 |
| Other Cre | dits | \$0.00 |
| Purchases | s | +\$0.00 |
| | | +\$0.00 |
| Cash Adv | ances | +\$0.00 |
| Fees Cha | rged | +\$0.00 |
| Interest C | harged | +\$0.00 |
| New Bala | nce | \$14,483.21 |
| Statement | Closing Da | ite 10/12/22 |
| | | 33 |
| Total Cred | dit Limit | \$14,000.00 |
| Available | Credit | \$0.00 |
| | | \$2,800.00 |
| Available | Cash | \$0.00 |

Payment Information

| New Balance | \$14,483.21 |
|---------------------|------------------|
| Minimum Payment Due | |
| Past Due Amount | |
| Payment Due Date | November 7, 2022 |

Minimum Payment Warning: Even if you make no more charges using this card, if you make only the minimum payment each month we estimate you will never pay off the balance shown on this statement because your payment will be less than the interest charged each month.

If you would like information about credit counseling services, call 1-866-486-6322.

Customer Service

Call: Toll Free 1-888-295-5540

vice for the Deal: 1-800-925-2833) (Balance Transfer Hotline: 1-877-388-8231)

Save Time and Stamps by Paying Online!

Visit: www.card.fnbo.com/scheels

Remit to: First National Bank of Omaha, P.O. Box 2557, Omaha, NE 68103-2557



Smart Tips

Give your credit rating a little boost!

Paying over your minimum amount due can help reduce your account balance faster than you think and a lower average balance can help add up to a higher credit score!

| 0 | Transa | ction Detail | |
|---------------|--------------|---------------------|----------------------------|
| Trans Date | Post Date | Reference Number | Transaction Description |
| Fees | | | |

Credits (CR) and Debits on on

Interest Charged

Total Fees For This Period

| Interest Charge on Purchases | \$0.00 |
|---------------------------------------|--------|
| Interest Charge on Cash Advances | \$0.00 |
| Interest Charge on Balances Transfers | \$0.00 |
| Total Interest For This Period | \$0.00 |

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

| (v) | Variable Rate | (f) Fixed Rate |
|-----|---------------|----------------|
| | | |

\$0.00

| Charge Summary | Annual Percentage Rate (APR) | Special Offer or Eligible Purchase APR Expiration Date | Balance Subject to Interest Rate | Days Rate Used | Interest Charge |
|-------------------|---------------------------------|---|-------------------------------------|-------------------|-----------------|
| Purchases | 0.00% | N/A | \$14,483.21 | 33 | \$0.00 |
| Cash Advance | 0.00% | N/A | \$0.00 | 33 | \$0.00 |

2022 Total Year-to-Date

| Total fees charged in 2022 . | | \$175.95 |
|-------------------------------|---|----------|
| Total interest charged in 202 | 2 | \$643.62 |

| In Re: | |
|-------------------------------|-------------------|
| Savanna Ann Kottke, | Bky. No. 22-41513 |
| Debtor. | _ |
| First National Bank of Omaha, | Adv. No.:22-04051 |
| Plaintiff, | |
| v. | |
| Savanna Ann Kottke, | |
| Defendant. | |
| | |

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER FOR JUDGMENT

The Plaintiff's motion for default judgment, which was supported by affidavit and attached exhibits, came before the undersigned.

Based upon the pleadings, the file, and the record of the proceedings herein, the Court makes the following findings of fact, conclusions of law and order for judgment.

Findings of Fact and Conclusions of Law

1. The Debtor, Savanna Ann Kottke, was issued a credit card account by First National Bank of Omaha, number xxxx-xxxx-6225, which account was opened on December 11, 2017.

- 2. On June 8, 2022, the Account was in good standing and the balance on the account was \$2,874.19.
- 3. Then between June 8, 2022 and August 26, 2022, the Debtor started charging excessively and charged \$11,476.16 on the Account, which exceeded the Debtor's credit limit.
- 4. The Debtor's charges on the account during this time period, included, but were not limited to:
 - a. A charge to Hilton Myrtle in the amount of \$947.85;
 - b. A charge to Hilton Hotels in the amount of \$362.65; and
 - c. A charge to Under Armor in the amount of \$236.10; and
 - d. A charge to Carter's in the amount of \$315.50.
- 5. The Debtor made two payments on the Account after the above-burst in spending and prior to filing for bankruptcy protection.
- 6. The Debtor received her bankruptcy counseling on January 24, 2022 and kept charging on this Account.
- 7. The Debtor listed this account in her bankruptcy schedules as only having a balance of \$8,600.00.
- 8. Given the Debtor's monthly income, monthly living expenses, and circumstances as set forth in her sworn Schedules and sworn Statement of Financial Affairs, at the time the Defendant incurred the abovementioned \$11,476.16 in charges, the Debtor's monthly disposable income was not sufficient to pay for these transactions pursuant to the terms and conditions associated with the account.

- 9. The Debtor made approximately \$9,176.16 in purchases on the abovementioned accounts within 90 days of filing bankruptcy.
- 10. To the extent that the Debtor incurred luxury good purchases or services aggregating more than \$800.00 within ninety days of filing this Chapter 13 bankruptcy, said luxury good purchases or services are presumed nondischargeable pursuant to 11 U.S.C. §523 (a) (2) (C)(i).
- 11. Based on the location, frequency, amounts, and change in spending, the \$9,176.16 in charges made during the 90-day period were for luxury and/or non-necessity type goods or services and should not be discharged.
- 12. Pursuant to the account agreement, the Debtor agreed to repay Plaintiff for the charges on the account by using the card and represented that she had the ability to repay for the charges.
- 13. When the Debtor made the \$11,476.16 in charges on this account, the Debtor represented that she had the intention to repay said debt to the Plaintiff pursuant to the terms of the account agreement and by use of the card.
- 14. The Plaintiff relied upon the Debtor's representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement to abide by the terms of the account agreement in allowing the Debtor to use the account and incur the charges.
- 15. Although the Debtor knew or should have known that she would not be able to repay Plaintiff for the check, the Debtor quickly charged \$11,476.16 on the account in a short period of time, made minimal payments, and then filed for bankruptcy protection in hopes of having the debt discharged.

- 16. The Debtor's spending habits and patterns changed suddenly and drastically during the relevant time period.
- 17. The Debtor was using the account infrequently for several months and then quickly used most of the credit in a short period of time and then made two minimal payments before filing for bankruptcy protection.
- 18. The Debtor either deliberately intended to deceive Plaintiff or acted recklessly with regard to her ability to pay Plaintiff for the \$11,476.16 in charges.
- 19. The Plaintiff monitored the Defendant's card activity and credit worthiness on a monthly basis and there were no indications and/or "red flags" indicating that Defendant would not repay Plaintiff for these charges.
- 20. The Plaintiff was justified in its reliance upon the Debtor's representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement to abide by the terms of the account agreement.
- 21. The Debtor incurred the abovementioned \$11,476.16 debt on the Plaintiff's accounts at a time when the Debtor was unable to meet her existing financial obligations as they became due.
- 22. Based upon the above, at the time the Debtor incurred the abovementioned \$11,476.16 debt, the Debtor intended to deceive the Plaintiff in that she either had no intention to repay said debt to the Plaintiff pursuant to the terms of the account agreement or the Debtors knew or should have known that she had no ability to repay said debt to the Plaintiff.
- 23. Based upon the above, at the time the Debtor incurred the abovementioned \$11,476.16 debt, the Debtor deceived the Plaintiff in that she made such representations of intent

to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement with knowledge that the debtor was unable to repay Plaintiff or to abide by the terms of the account agreement with a reckless disregard as to the truthfulness of said representations.

- 24. This is an action brought by the Plaintiff to determine that the claim held by Plaintiff against Debtor is excepted from discharge pursuant to 11 U.S.C. §523(a)(2)(A) and/or 11 U.S.C. §523(a)(2)(C).
- 25. Plaintiff duly served Debtor with a copy of its Complaint alleging that the indebtedness to the Plaintiff is an exception to discharge pursuant to 11 U.S.C. §523 (a) (2) (A), and/or §523 (a) (2) (C).
- 26. Debtor has failed to answer the Complaint or otherwise appear or defend in this action and, accordingly, Debtors are in default.
- 27. Plaintiff is entitled to default judgment and default judgment shall be granted to the Plaintiff, First National Bank of Omaha, against the Debtor in the amount of \$11,476.16 plus the \$350.00 Adversary Proceeding filing fee, for a total of \$11,826.16.

Order for Judgment

IT IS HEREBY ORDERED: That default judgment shall be granted to the Plaintiff, First National Bank of Omaha, against the Debtor in the amount of \$\$11,476.16 plus the \$350.00 Adversary Proceeding filing fee, for a total of \$11,826.16 pursuant to 11 U.S.C. \$523 (a)(2)(C) and/or 11 U.S.C. \$523 (a) (2) (A).

| Dated: | |
|--------|--------------------------------|
| | Kesha L. Tanabe |
| | United States Bankruntcy Judge |

| In Re: | |
|-------------------------------|-------------------|
| Savanna Ann Kottke, | Bky. No. 22-41513 |
| Debtor. | |
| First National Bank of Omaha, | Adv. No.:22-04051 |
| Plaintiff, | |
| v. | |
| Savanna Ann Kottke, | |
| Defendant. | |
| | |

UNSWORN CERTIFICATE OF SERVICE

I, Jared M. Goerlitz, declare under penalty of perjury that on January 24, 2023, I mailed copies of the foregoing:

- 1. Plaintiff's Application for Default Judgment;
- 2. Affidavit of Default, Identification and Non-Military Status;
- 3. Affidavit of First National Bank of Omaha in Support of Motion for Default Judgment; and
- 4. Findings of Fact, Conclusions of Law and Order for Judgment,

by first class mail postage prepaid to each person, party and/or entity named below at the address stated below for each person, party and/or entity,

Savanna Ann Kottke 2970 Clover Ridge Dr Chaska, MN 55318

And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated: January 23, 2023 Signed: /e/ Jared M. Goerlitz